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28 *Signature Page*

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

MOTOR VEHICLE SOFTWARE  
CORPORATION

Plaintiff,

v.

CDK GLOBAL, INC.; THE  
REYNOLDS AND REYNOLDS  
COMPANY; COMPUTERIZED  
VEHICLE REGISTRATION, INC.  
a/k/a CDK VEHICLE  
REGISTRATION, INC.

Defendants.

Case No. 2:17-cv-00896-DSF-AFM

**STIPULATED PROTECTIVE  
ORDER**

1           1.     A.     PURPOSES AND LIMITATIONS<sup>1</sup>

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles.

11           B.     GOOD CAUSE STATEMENT

12           This action is likely to involve trade secrets, customer and pricing lists and  
13 other valuable research, development, commercial, financial, technical and/or  
14 proprietary information for which special protection from public disclosure and  
15 from use for any purpose other than prosecution of this action is warranted. Such  
16 confidential and proprietary materials and information consist of, among other  
17 things, confidential business or financial information, information regarding  
18 confidential business practices, or other confidential research, development, or  
19 commercial information (including information implicating privacy rights of third  
20 parties), information otherwise generally unavailable to the public, or which may be  
21 privileged or otherwise protected from disclosure under state or federal statutes,  
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
23 information, to facilitate the prompt resolution of disputes over confidentiality of  
24 discovery materials, to adequately protect information the parties are entitled to keep  
25 confidential, to ensure that the parties are permitted reasonable necessary uses of

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26  
27 <sup>1</sup> This Stipulated Protective Order is based substantially on the model protective order  
28 provided under Magistrate Judge Alexander F. MacKinnon's Procedures.

1 such material in preparation for and in the conduct of trial, to address their handling  
2 at the end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case.

8 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER  
9 SEAL

10 The parties further acknowledge, as set forth in Section 12.3, below, that this  
11 Stipulated Protective Order does not entitle them to file confidential information  
12 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
13 and the standards that will be applied when a party seeks permission from the court  
14 to file material under seal.

15 There is a strong presumption that the public has a right of access to judicial  
16 proceedings and records in civil cases. In connection with non-dispositive motions,  
17 good cause must be shown to support a filing under seal. *See Kamakana v. City and*  
18 *County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors*  
19 *Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics,*  
20 *Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective orders  
21 require good cause showing), and a specific showing of good cause or compelling  
22 reasons with proper evidentiary support and legal justification, must be made with  
23 respect to Protected Material that a party seeks to file under seal. The parties' mere  
24 designation of Disclosure or Discovery Material as CONFIDENTIAL or HIGHLY  
25 CONFIDENTIAL does not— without the submission of competent evidence by  
26 declaration, establishing that the material sought to be filed under seal qualifies as  
27 confidential, privileged, or otherwise protectable—constitute good cause.

1 Further, if a party requests sealing related to a dispositive motion or trial, then  
2 compelling reasons, not only good cause, for the sealing must be shown, and the  
3 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
4 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
5 each item or type of information, document, or thing sought to be filed or introduced  
6 under seal in connection with a dispositive motion or trial, the party seeking  
7 protection must articulate compelling reasons, supported by specific facts and legal  
8 justification, for the requested sealing order. Again, competent evidence supporting  
9 the application to file documents under seal must be provided by declaration.

10 Any document that is not confidential, privileged, or otherwise protectable in  
11 its entirety will not be filed under seal if the confidential portions can be redacted. If  
12 documents can be redacted, then a redacted version for public viewing, omitting  
13 only the confidential, privileged, or otherwise protectable portions of the document,  
14 shall be filed. Any application that seeks to file documents under seal in their  
15 entirety should include an explanation of why redaction is not feasible.

## 16 2. DEFINITIONS

17 2.1 Action: this pending federal lawsuit -- *Motor Vehicle Software*  
18 *Corporation v. CDK Global, Inc.*, Case No. 2:17-cv-00896-DSF-AFM (C.D. Cal.).

19 2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
20 information or items under this Order.

21 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how  
22 it is generated, stored or maintained) or tangible things that qualify for protection  
23 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
24 Cause Statement. Any materials designated as "CONFIDENTIAL" in the matter  
25 *Authenticom, Inc. v. CDK Global, LLC*, Case No. 3:17-CV-318-JDP (W.D. Wisc.)  
26 and produced in this Action shall also be treated as "CONFIDENTIAL" for  
27 purposes of this Action and this Stipulated Protective Order without re-designation  
28

1 or new designations pursuant to Section 5 herein, to the extent that the Designating  
2 Party used good faith efforts consistent with those required under this Order to  
3 identify and designate documents as “CONFIDENTIAL” in the *Authenticom* matter.

4       2.3.1 “HIGHLY CONFIDENTIAL” Information or Items: The designation  
5 “HIGHLY CONFIDENTIAL” is reserved for confidential information of a highly  
6 sensitive nature that, because of its significance to the competitive strategy and/or  
7 operations of a Party or Non-Party, its disclosure could result in significant harm,  
8 including but not limited to competitive harm, to the business or operations of that  
9 Party or Non-Party. Without limitation to other forms of confidential information  
10 properly designated as “HIGHLY CONFIDENTIAL” in accordance with this  
11 subparagraph, a Producing Party may designate copyrighted software and all other  
12 information reflecting computer or programming code and associated comments and  
13 revision histories, formulas, engineering specifications, or schematics that define or  
14 otherwise describe in detail the algorithms or structure of software or hardware  
15 designs as “HIGHLY CONFIDENTIAL.” Any materials designated as “HIGHLY  
16 CONFIDENTIAL” in the matter *Authenticom, Inc. v. CDK Global, LLC*, Case No.  
17 3:17-CV-318-JDP (W.D. Wisc.) and produced in this Action shall also be treated as  
18 “HIGHLY CONFIDENTIAL” for purposes of this Action and this Stipulated  
19 Protective Order without re-designation or new designations pursuant to Section 5  
20 herein, to the extent that the Designating Party used good faith efforts consistent  
21 with those required under this Order to identify and designate documents as  
22 “HIGHLY CONFIDENTIAL” in the *Authenticom* matter.

23       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
24 support staff).

25       2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”  
28

1       2.6 Disclosure or Discovery Material: all items or information, regardless of  
2 the medium or manner in which it is generated, stored, or maintained (including,  
3 among other things, testimony, transcripts, and tangible things), that are produced or  
4 generated in disclosures or responses to discovery in this matter.

5       2.7 Expert: a person with specialized knowledge or experience in a matter  
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
7 an expert witness or as a consultant in this Action.

8       2.8 House Counsel: attorneys who are employees of a party to this Action.  
9 House Counsel does not include Outside Counsel of Record or any other outside  
10 counsel.

11       2.9 Non-Party: any natural person, partnership, corporation, association or  
12 other legal entity not named as a Party to this action.

13       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
14 to this Action but are retained to represent or advise a party to this Action and have  
15 appeared in this Action on behalf of that party or are affiliated with a law firm that  
16 has appeared on behalf of that party, and includes support staff.

17       2.11 Party: any party to this Action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and their  
19 support staffs).

20       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this Action.

22       2.13 Professional Vendors: persons or entities that provide litigation support  
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
25 and their employees and subcontractors.

26       2.14 Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.”  
28

1           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
2 from a Producing Party.

3  
4           3. SCOPE

5           The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material. Any  
10 use of Protected Material at trial shall be governed by the orders of the trial judge.  
11 This Order does not govern the use of Protected Material at trial.

12           4. DURATION

13           Once a case proceeds to trial, information that was designated as  
14 CONFIDENTIAL or HIGHLY CONFIDENTIAL or maintained pursuant to this  
15 protective order used or introduced as an exhibit at trial becomes public and will be  
16 presumptively available to all members of the public, including the press, unless  
17 compelling reasons supported by specific factual findings to proceed otherwise are  
18 made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81  
19 (distinguishing “good cause” showing for sealing documents produced in discovery  
20 from “compelling reasons” standard when merits-related documents are part of court  
21 record). Accordingly, the terms of this protective order do not extend beyond the  
22 commencement of the trial.

23           5. DESIGNATING PROTECTED MATERIAL

24           5.1 Exercise of Restraint and Care in Designating Material for Protection.

25           Each Party or Non-Party that designates information or items for protection  
26 under this Order must take care to limit any such designation to specific material  
27 that qualifies under the appropriate standards. The Designating Party must designate  
28

1 for protection only those parts of material, documents, items or oral or written  
2 communications that qualify so that other portions of the material, documents, items  
3 or communications for which protection is not warranted are not swept unjustifiably  
4 within the ambit of this Order.

5 Mass, indiscriminate or routinized designations are prohibited. Designations  
6 that are shown to be clearly unjustified or that have been made for an improper  
7 purpose (e.g., to unnecessarily encumber the case development process or to impose  
8 unnecessary expenses and burdens on other parties) may expose the Designating  
9 Party to sanctions.

10 If it comes to a Designating Party's attention that information or items that it  
11 designated for protection do not qualify for protection, that Designating Party must  
12 promptly notify all other Parties that it is withdrawing the inapplicable designation.

13 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
14 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
16 under this Order must be clearly so designated before the material is disclosed or  
17 produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents,  
20 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
21 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
22 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL" (hereinafter  
23 "HIGHLY CONFIDENTIAL legend"), to each page that contains protected  
24 material. If only a portion of the material on a page qualifies for protection, the  
25 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
26 appropriate markings in the margins).



1 A Party or Non-Party that makes original documents available for inspection  
2 need not designate them for protection until after the inspecting Party has indicated  
3 which documents it would like copied and produced. During the inspection and  
4 before the designation, all of the material made available for inspection shall be  
5 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the  
6 documents it wants copied and produced, the Producing Party must determine which  
7 documents, or portions thereof, qualify for protection under this Order. Then, before  
8 producing the specified documents, the Producing Party must affix the  
9 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page  
10 that contains Protected Material. If only a portion of the material on a page qualifies  
11 for protection, the Producing Party also must clearly identify the protected portion(s)  
12 (e.g., by making appropriate markings in the margins).

13 (b) for testimony given in depositions that the Designating Party identifies the  
14 Disclosure or Discovery Material on the record, before the close of the deposition all  
15 protected testimony.

16 (c) for information produced in some form other than documentary and for  
17 any other tangible items, that the Producing Party affix in a prominent place on the  
18 exterior of the container or containers in which the information is stored the legend  
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions  
20 of the information warrants protection, the Producing Party, to the extent  
21 practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
23 failure to designate qualified information or items does not, standing alone, waive  
24 the Designating Party’s right to secure protection under this Order for such material.  
25 Upon timely correction of a designation, the Receiving Party must make reasonable  
26 efforts to assure that the material is treated in accordance with the provisions of this  
27 Order.

1           6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37-1 et seq.

7           6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint  
8 stipulation pursuant to Local Rule 37-2.

9           6.4 The burden of persuasion in any such challenge proceeding shall be on the  
10 Designating Party. Frivolous challenges, and those made for an improper purpose  
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
12 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
13 or withdrawn the confidentiality designation, all parties shall continue to afford the  
14 material in question the level of protection to which it is entitled under the  
15 Producing Party's designation until the Court rules on the challenge.

16           7. ACCESS TO AND USE OF PROTECTED MATERIAL

17           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action has been terminated, a  
22 Receiving Party must comply with the provisions of section 13 below (FINAL  
23 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
24 Party at a location and in a secure manner that ensures that access is limited to the  
25 persons authorized under this Order.

1       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
2 ordered by the court or permitted in writing by the Designating Party, a Receiving  
3 Party may disclose any information or item designated “CONFIDENTIAL” only to:

4       (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
5 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
6 disclose the information for this Action;

7       (b) the officers, directors, and employees (including House Counsel) of the  
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9       (c) Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12       (d) the court and its personnel;

13       (e) court reporters and their staff;

14       (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17       (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information;

19       (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
22 not be permitted to keep any confidential information unless they sign the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may  
26 be separately bound by the court reporter and may not be disclosed to anyone except  
27 as permitted under this Stipulated Protective Order;

1 (i) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions; and

3 (j) any other person, with written consent from the Designating Party.

4 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items. Unless  
5 otherwise ordered by the court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated “HIGHLY  
7 CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this Action;

11 (b) Experts (as defined in this Order) of the Receiving Party to whom  
12 disclosure is reasonably necessary for this Action and who have signed the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) the court and its personnel;

15 (d) court reporters and their staff;

16 (e) professional jury or trial consultants, mock jurors, and Professional  
17 Vendors to whom disclosure is reasonably necessary for this Action and who have  
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (f) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21 (g) any mediator or settlement officer, and their supporting personnel,  
22 mutually agreed upon by any of the parties engaged in settlement discussions;

23 (h) during their depositions, witnesses in this Action who are employees of  
24 the Designating Party or who were employees of the Designating Party at the time  
25 that the exhibit designated as “HIGHLY CONFIDENTIAL” was created. Neither  
26 witnesses nor their counsel shall retain a copy of exhibits designated as “HIGHLY  
27 CONFIDENTIAL.” Pages of transcribed deposition testimony or exhibits to  
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1 depositions that are designated as “HIGHLY CONFIDENTIAL” pursuant to the  
2 process set out in this Order must be separately bound by the court reporter and may  
3 not be disclosed to anyone except as permitted under this Order. If a witness in this  
4 action is not a current employee of the Designating Party nor was the author,  
5 recipient, or an employee of the Designating Party at the time the documents  
6 designated as HIGHLY CONFIDENTIAL were created, the party wishing to make  
7 such disclosure shall give seven (7) days’ advance notice in writing to counsel for  
8 the Designating Party, or as soon as practicable under the circumstances, stating the  
9 names of the witness(es) to whom the disclosure will be made, identifying with  
10 particularity the documents and information to be disclosed. The Designating Party  
11 may withhold its consent to the disclosure, but only upon a showing of good cause  
12 and must serve, within two (2) business days of receiving notice, any objection to  
13 the proposed disclosure in writing, setting forth the basis for the Designating Party’s  
14 good cause. The Designating Party shall not disclose to any other party or non-party  
15 that a notice of disclosure has been provided to it pursuant to this paragraph except  
16 to the extent that such disclosure is contractually or otherwise required by applicable  
17 law. If the Designating Party provides such notice to any other party or non-party,  
18 then the Designating Party must provide a copy of its communications providing  
19 that notice to the party wishing to make the disclosure. If timely written notice of  
20 the good cause objection to the proposed disclosure is provided to the party wishing  
21 to make such disclosure, disclosure is not permissible without leave of Court; and

22 (i) any other person, with written consent from the Designating Party.

23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
24 IN OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” that Party must:  
28

1 (a) promptly notify in writing the Designating Party. Such notification shall  
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to  
4 issue in the other litigation that some or all of the material covered by the subpoena  
5 or order is subject to this Protective Order. Such notification shall include a copy of  
6 this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued  
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with  
10 the subpoena or court order shall not produce any information designated in this  
11 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” before a  
12 determination by the court from which the subpoena or order issued, unless the  
13 Party has obtained the Designating Party’s permission. The Designating Party shall  
14 bear the burden and expense of seeking protection in that court of its confidential  
15 material and nothing in these provisions should be construed as authorizing or  
16 encouraging a Receiving Party in this Action to disobey a lawful directive from  
17 another court.

18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a Non-  
21 Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
22 CONFIDENTIAL.” Such information produced by Non-Parties in connection with  
23 this litigation is protected by the remedies and relief provided by this Order. Nothing  
24 in these provisions should be construed as prohibiting a Non-Party from seeking  
25 additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
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1 subject to an agreement with the Non-Party not to produce the Non-Party's  
2 confidential information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party that  
4 some or all of the information requested is subject to a confidentiality agreement  
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
7 Order in this Action, the relevant discovery request(s), and a reasonably specific  
8 description of the information requested; and

9 (3) make the information requested available for inspection by the Non-Party,  
10 if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within 14  
12 days of receiving the notice and accompanying information, the Receiving Party  
13 may produce the Non-Party's confidential information responsive to the discovery  
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
15 not produce any information in its possession or control that is subject to the  
16 confidentiality agreement with the Non-Party before a determination by the court.  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and  
18 expense of seeking protection in this court of its Protected Material.

19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

1           11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3           When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
7 may be established in an e-discovery order that provides for production without  
8 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
9 as the parties reach an agreement on the effect of disclosure of a communication or  
10 information covered by the attorney-client privilege or work product protection, the  
11 parties may incorporate their agreement in the stipulated protective order submitted  
12 to the court.

13           12. MISCELLANEOUS

14           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
15 person to seek its modification by the Court in the future.

16           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
17 Protective Order, no Party waives any right it otherwise would have to object to  
18 disclosing or producing any information or item on any ground not addressed in this  
19 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
20 ground to use in evidence of any of the material covered by this Protective Order.

21           12.3 Filing Protected Material. A Party that seeks to file under seal any  
22 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
23 only be filed under seal pursuant to a court order authorizing the sealing of the  
24 specific Protected Material at issue. If a Party's request to file Protected Material  
25 under seal is denied by the court, then the Receiving Party may file the information  
26 in the public record unless otherwise instructed by the court.

27           13. FINAL DISPOSITION  
28



1 After the final disposition of this Action, as defined in paragraph 4, within 60  
2 days of a written request by the Designating Party, each Receiving Party must return  
3 all Protected Material to the Producing Party or destroy such material. As used in  
4 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
5 summaries, and any other format reproducing or capturing any of the Protected  
6 Material. Whether the Protected Material is returned or destroyed, the Receiving  
7 Party must submit a written certification to the Producing Party (and, if not the same  
8 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
9 (by category, where appropriate) all the Protected Material that was returned or  
10 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
11 abstracts, compilations, summaries or any other format reproducing or capturing any  
12 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
13 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
14 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
15 reports, attorney work product, and consultant and expert work product, even if such  
16 materials contain Protected Material. Any such archival copies that contain or  
17 constitute Protected Material remain subject to this Protective Order as set forth in  
18 Section 4 (DURATION).

19 **14. VIOLATION**

20 Any violation of this Order may be punished by appropriate measures  
21 including, without limitation, contempt proceedings and/or monetary sanctions.  
22

23 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
24  
25  
26  
27  
28

1 Dated: December 15, 2017 SHEPPARD, MULLIN, RICHTER & HAMPTON  
2 LLP

3 By /s/ Leo D. Caseria  
4 LEO D. CASERIA

5 Attorneys for defendant THE REYNOLDS  
6 AND REYNOLDS COMPANY

7 Dated: December 15, 2017 MAYER BROWN LLP

8  
9 By /s/ John Nadolenco  
10 JOHN NADOLENCO

11 Attorneys for Defendants CDK GLOBAL,  
12 INC. and COMPUTERIZED VEHICLE  
13 REGISTRATION

14 Dated: December 15, 2017 KELLOGG, HUBER, HANSEN, TODD, EVANS &  
15 FIGEL, PLLC

16 By /s/ Michael N. Nemelka  
17 MICHAEL N. NEMELKA

18 Attorneys for Plaintiff MOTOR VEHICLE  
19 SOFTWARE CORPORATION

20  
21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22  
23 Dated: 12/15/ 2017

24 

25 ALEXANDER F. MacKINNON  
26 United States Magistrate Judge  
27  
28

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Dated: December 15, 2017      By           /s/ Leo D. Caseria            
LEO D. CASERIA

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on \_\_\_\_\_ [date] in the case of *Motor Vehicle Software Corporation v. CDK*  
8 *Global, Inc.*, Case No. 2:17-cv-00896-DSF-AFM (C.D. Cal.). I agree to comply  
9 with and to be bound by all the terms of this Stipulated Protective Order and I  
10 understand and acknowledge that failure to so comply could expose me to sanctions  
11 and punishment in the nature of contempt. I solemnly promise that I will not  
12 disclose in any manner any information or item that is subject to this Stipulated  
13 Protective Order to any person or entity except in strict compliance with the  
14 provisions of this Order. I further agree to submit to the jurisdiction of the United  
15 States District Court for the Central District of California for enforcing the terms of  
16 this Stipulated Protective Order, even if such enforcement proceedings occur after  
17 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
18 type full name] of \_\_\_\_\_ [print or type  
19 full address and telephone number] as my California agent for service of process in  
20 connection with this action or any proceedings related to enforcement of this  
21 Stipulated Protective Order.

22  
23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_